

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

NETWORK-1 SECURITY SOLUTIONS,
INC., a Delaware corporation,

Plaintiff,

CASE NO. 6:08cv030

vs.

JURY DEMANDED

CISCO SYSTEMS, INC., a California corporation; CISCO-LINKSYS, L.L.C., a California Limited Liability Company; ADTRAN, INC., a Delaware corporation; ENTERASYS NETWORKS, INC., a Delaware corporation; EXTREME NETWORKS, INC., a Delaware corporation; FOUNDRY NETWORKS, INC., a Delaware corporation; NETGEAR, INC., a Delaware corporation; 3COM CORPORATION, a Delaware corporation;

Defendants.

ORDER OF DISMISSAL

This cause coming before the Court for consideration on the Joint Motion of the parties Network-1 Security Solutions, Inc. (“Network-1”) and Defendants Cisco Systems, Inc. (“Cisco”) and Cisco Linksys, L.L.C. (“Linksys”) to dismiss Network-1’s claims against Cisco and Linksys with prejudice and to dismiss Cisco’s and Linksys’ claims against Network-1 with prejudice provided however, that the dismissal shall be without prejudice to Cisco’s and Linksys’ right, in any future litigation in which infringement of U.S. Patent No. 6,218,930 has been asserted against Cisco or Linksys, and in which Cisco or Linksys is a defendant or has been

joined as a party (in either case, other than through Cisco's or Linksys' own action to voluntarily become such a party), to reassert counterclaims for patent invalidity and unenforceability asserted in this action, the Court being apprised of the grounds therefore and being of the opinion that said motion should be GRANTED,

IT IS THEREFORE ORDERED that all claims against Cisco and Linksys by Network-1 and against Network-1 by Cisco and Linksys herein are dismissed, with prejudice to the re-filing of same, provided however, that the dismissal shall be without prejudice to Cisco's and Linksys' right, in any future litigation in which infringement of U.S. Patent No. 6,218,930 has been asserted against Cisco or Linksys, and in which Cisco or Linksys is a defendant or has been joined as a party (in either case, other than through Cisco's or Linksys' own action to voluntarily become such a party), to reassert any counterclaims for patent invalidity or unenforceability asserted in this action; and

IT IS FURTHER ORDERED that all attorneys' fees, costs of court, and expenses shall be borne by each party incurring the same; and

IT IS FURTHER ORDERED that the Court retain jurisdiction over this matter with respect to any disputes regarding the drafting of a long form settlement agreement between the parties.

So ORDERED and SIGNED this 6th day of August, 2010.

A handwritten signature in black ink, appearing to read "LEONARD DAVIS", is written over a horizontal line. The signature is fluid and cursive, with a large loop on the left and a smaller flourish on the right.

LEONARD DAVIS
UNITED STATES DISTRICT JUDGE